

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

Tarrant County Texas

2/18/2011 2:43 PM

D211040362

PGS 7 \$40.00

Submitter: ACS

CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND REVIVOR OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment of Oil and Gas Lease ("Amendment") is executed by Paul Black, as President and David Hardison as Secretary Treasury of The International Association of Machinists and Aerospace Workers, whose address is 7711 Clifford Street, Fort Worth, TX 76108 ("Lessor"), and Chesapeake Exploration, L.L.C., the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

WHEREAS, Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated January 21st 2008 from Walter Awe, Randy Parker, Terry Faulkner, Fred Blanton, and their successors, as Trustees for The International Association of Machinists and Aerospace Workers, as Lessor to Dale Property Services, LLC, recorded as document number D208033198, Real Property Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desires to amend the Lease as follows.

WHEREAS, the parties named herein now desire to revive, ratify and amend the Lease as hereinafter set forth.

1. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced by the following new paragraph 2:

"2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Forty – Two (42) months from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

2. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.

3. The Lessor hereby grants and leases the Lease Premises to the Lessee on the terms and conditions set forth in the Lease, as amended hereby, and the Lessor hereby revives,

TX 0107369-000

adopts, and confirms the Lease, as amended hereby, and agrees that the Lease, as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.

4. Terms defined in the Lease shall have the same meaning in this Amendment.

5. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby revive, adopt, ratify, and confirm said lease, grant, demise and let the land described on Exhibit A unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease as amended herein

EXECUTED on the date(s) subscribed to the acknowledgements below, but effective as of the 3rd day of November, 2007. *JB 1-27-2011*
21st January 2008 *JB 1-27-2011*

LESSOR:

**The International Association of Machinists
And Aerospace Workers**

By: *Paul Black Jr*
Name: *Paul Black Jr*
Title: *President*

By: *David Hardison*
Name: *David Hardison*
Title: *Secretary-Treasurer*

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma limited liability company

By: *[Signature]*
Henry J. Hood, Senior Vice President *DO RRP*
Land and Legal & General Counsel *CHL*

LESSEE:

TOTAL E&P USA, INC.,
a Delaware corporation

By: _____


Eric Bonnin
Vice President, Business Development & Strategy 

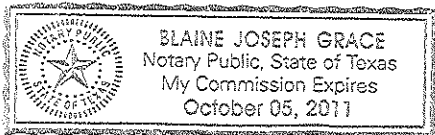
ACKNOWLEDGMENTS ON FOLLOWING PAGES

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me, on this 27 day of January, 2011 by Paul Black Jr., President of The International Association of Machinists and Aerospace Workers.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.



Notary Public in and for the State of Texas.

Signature of Notary: Blaine Grace
Blaine Grace
 (Print Name of Notary Here)

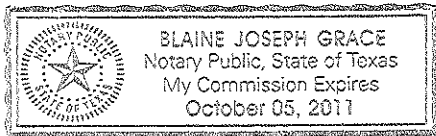
SEAL:

My Commission Expires: 10/5/11

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me, on this 27 day of January, 2011 by David Hardison, Secretary Treasurer of The International Association of Machinists and Aerospace Workers.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.



Notary Public in and for the State of Texas.

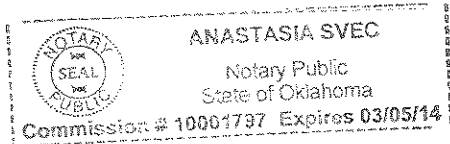
Signature of Notary: Blaine Grace
Blaine Grace
 (Print Name of Notary Here)

SEAL:

My Commission Expires: 10/5/11

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

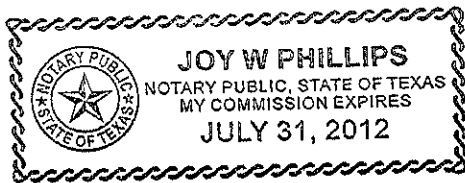
This instrument was acknowledged before me on this 3rd day of February, 2011, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., on behalf of said limited liability company.



Anastasia Svec
 Notary Public, State of OKLAHOMA
 Printed Name: Anastasia Svec
 My commission expires: 3/5/2014

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 14th day of February, 2011, by Eric Bonner, Vice President, Business Development & Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.



Joy W Phillips
 Notary Public in and for the State of Texas

**Exhibit A
Land Description**

**Attached to and made a part of that certain Ratification, Amendment and Revivor of Oil
and Gas Lease**

6.7 ACRES, MORE OR LESS, BEING LOT 1, BLOCK A OF THE AERONAUTICAL
INDUSTRIAL DISTRICT #776, AN ADDITION TO THE CITY OF FORT WORTH, TEXAS,
MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN
PLAT MAP RECORDED IN CABINET A, PAGE 10455 OF THE PLAT RECORDS,
TARRANT COUNTY, TEXAS.